GOVERNMENT OF KARNATAKA

BENGALURU DEVELOPMENT AUTHORITY

ENGAGEMENT OF A CERTIFYING AGENCY FOR ISO 9001:2015 CERTIFICATION OF BENGALURU DEVELOPMENT AUTHORITY (BDA)

Secretary
Bengaluru Development Authority
Head Office, Kumar Park West,
Guttahalli, Bengaluru - 560020.

DETAILS OF THE TENDER

Sl no	Name of the service Tender	EMD in Rs.
1.	ENGAGEMENT OF A CERTIFYING AGENCY FOR ISO 9001:2015 CERTIFICATION OF BENGALURU DEVELOPMENT AUTHORITY (BDA	10,000/-

SECTION: 1– LETTER OF INVITATION (LOI)

Subject: **Engagement of a Certifying Agency for ISO 9001:2015 Certification of Bengaluru Development Authority (BDA) – Reg.**

1. You are hereby invited to submit Technical and Financial proposals required for the above consultancy assignment, which could form the basis for future negotiations and ultimately a contract between your firm and Bengaluru Development Authority.

2. The purpose of the assignment is to: As defined in the Terms of Reference (TOR)

3. The following documents are enclosed to enable you to submit your proposal:

   (a) Terms of Reference (TOR) – Annexure 1
   (b) Supplementary Information for the including suggested formats for the submission of Technical and Financial Proposals –Annexure 2
   (c) Form of Contract for Consultant's Services under which the Services will be performed. (Annexure 3)

4. In order to obtain firsthand information on the assignment and local conditions, it is considered desirable that a representative of your firm visit the Client before the proposal is submitted. Your representative shall meet the following officials:

   Secretary
   Bengaluru Development Authority
   Head Office, Kumar Park West,
   Guttahalli, Bengaluru - 560020.

   Please ensure that advance intimation regarding your visit to be sent to enable them to make appropriate arrangements.

5. Submission of Proposals: (only in e-procurement portal)

The proposals shall be submitted in two parts viz., "**Technical" and "Financial"** and should generally follow the Forms given in the "Supplementary Information to Consultants"

5.1 The **"Technical"** and **"Financial"** proposals must be submitted in two cover system in e-procurement portal only. The first cover marked **"Technical Proposal"** should include the description of the firm/organization, the firms general experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment and the proposed work plan, methodology and approach in response to suggested terms of reference. The first cover should not contain any cost information whatsoever. The second cover must only consist of **"Financial Proposal"** described service and should contain the detailed price offer for the consultancy services and shall be quoted in e-procurement portal.

5.2 **Opening of Proposal in e-procurement portal**

The proposal (first cover containing Technical Proposal only) will be opened by the Client in e – procurement portal. It may please be noted that the second cover containing the Financial Proposal will not be opened until evaluation of Technical Proposal has been completed and approved by competent authority. The participated bidders are advised to visit the e-procurement portal for regular updates of the tender.

6. Evaluation of Proposals

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to opening of financial proposals. The technical proposals will be evaluated using the following criteria:

Mandatory eligibility criteria:

1. The Bidder must register under Company Act/Partnership Act/LLP
2. Must be accredited by NABCB (India) or an equivalent IAF MLA signatory body.

The above-mentioned mandatory eligibility criteria must be satisfied participated bidders. Those who satisfied only allowed to technical evaluation stage. Otherwise, their bids will be rejected and technically disqualified.

Sl no	Particulars	Prescribed points
1.	The Bidder should have an experience in providing the similar kind of ISO certification process to any Central/State Government Department or its undertaking entities. 1. One ISO certification assignment with at least 500 Nos of Employees – 10 Marks. 2. Two ISO certification assignments with at least 500 Nos of Employees each assignment – 15 Marks. 3. Three or more ISO certification assignments with at least 500 Nos of Employees of each assignment – 20 Marks. **The work done experience certificates shall be submitted issue only competent authority.**	20 Marks
2.	The Bidder must have annual financial turnover of Rs. 100 Lakhs in any one year during the last 3 years i.e., FY2021-22, FY2022-23 & FY 2023-24. 1. Up to 100 Lakhs – 10 Marks. 2. From 100 to 200 Lakhs – 15 Marks. 3. More than 200 Lakhs – 20 Marks. **The Consolidated Financial turnover certificate issued by the CA along with UDIN shall be submitted. Profit and Loss Statement along with balance sheet shall also be submitted.**	20 Marks
3.	Approach and methodology of the Assignment proposed by the bidder	20 Marks
4.	Deployment of staff for the assignment. 1. Lead ISO Consultant (1 No.) – 5 Marks 2. Quality Management System (QMS) Experts (2 Nos.) – 10 Marks. 3. Auditors (2 Nos.) – 10 Marks	40 Marks

	4. Support Staff / Coordinators (3 Nos.) – 15 Marks	
	Total Marks	**100 Marks**

Note: Bidders must note that they should score minimum 75 Marks

Details of the Staff Qualification and roles and responsibilities

Sl no	Position	Required Nos	Education	Roles and Responsibilities
1.	Lead ISO Consultant.	1 No	Graduate/Postgraduate in Management/Engineering/Public Administration. (Lead Auditor certification in ISO 9001:2015 is essential).	Design Quality Management System (QMS), gap analysis, documentation, training, and overall guidance.
2.	Quality Management System (QMS) Experts	2 Nos	Graduate in relevant fields with Auditor/Lead Auditor training in ISO 9001:2015.	Develop manuals, procedures, formats; train staff; ensure compliance with requirements.
3.	Auditors	2 Nos	Any Graduate/Diploma ISO 9001:2015 Internal Auditor Training Certificate.	Conduct internal audits, verify effectiveness of processes, and close gaps before certification
4.	Support Staff / Co-ordinators	3 Nos.	Any Graduate/Diploma with knowledge of documentation and process mapping	Maintain records, coordinate with departments, support in data collection and reporting

7. Deciding the Award of Contract

Quality and competence of the consulting services shall be the paramount requirement. The decision of the award of the contract would be made as under:

(i) Technical proposals scoring not less than 75% of the total marks will only be considered for further financial evaluation;

(ii) The Financial Proposals shall be opened in e-procurement portal.

(iii) The Evaluation Committee will determine whether the Financial Proposals are complete [i.e., whether they have costed all items of the corresponding Technical Proposals. If not, the Client will cost them and add their cost to the initial price], correct any computational errors. The evaluation shall inclusive of GST.

(iv) The Client will select the lowest proposal [‘evaluated’ price] among those that passed the minimum technical score and invite them for negotiations.

(v) During negotiations the Consultant must be prepared to furnish the detailed cost breakup and other clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its Financial Proposal.

(vi) Negotiations will commence with a discussion of the Consultant’s Technical Proposal, the proposed methodology (work plan), staffing and any suggestions you may have made to improve the TORs. Agreement will then be reached on the final TOR, the

staffing and staff months, logistics and reporting. Special attention will be paid to optimization of the required outputs from the Consultants and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Contract.

(vii) Changes agreed will then be reflected in the Financial Proposal using proposed unit rates (No negotiations of the unit rates including man-month rates)

(viii) Having selected Consultants, among other things, on the basis of the evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the Technical Proposal and prior to contract negotiations will require assurance from the Consultant that these staff will be actually available. The Client will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.

(ix) The negotiations will be concluded with a review of the draft form of contract. The Client and the Consultant will finalize the contract to conclude negotiations.

(x) If the negotiations with the Consultant are successful, the award will be made to him and all other consultants notified. The successful bidder must furnish required performance security and execute the agreement. Fails to do so will result in forfeiture of EMD of the successful bidder.

8. Please note that the Client is not bound to select any of the firms submitting proposals. Further as quality is the principal selection criterion, the Client does not bind itself in any way to select the firm offering the lowest price.

9 You are requested to hold your proposal valid for 90 days from the date of submission without change in the personnel proposed for the assignment and your proposed price. The Client will make its best efforts to select a consultant firm within this period.

10 Please note that the cost of preparing a proposal and of negotiating a contract including visits if any is not reimbursable as a direct cost of the assignment.

11 We wish to remind you that any manufacturing or construction firm with which you might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forma a part.

12 Please note that if your firm does not have all the expertise for the assignment, there is no objection to your firm associating with another firm to enable a full range of expertise to be presented. However joint ventures between firms on the shortlist are not permitted except with the prior approval of Client. The request for a joint venture should be accompanied with full details of the proposed association.

13 Please note that the remuneration which you receive from this assignment will be subject to normal tax liability as per rules. Kindly contact the concerned tax authorities for further information in this regard, if required.

Sd/-
Secretary,
Bengaluru Development Authority
Bengaluru.

1. Terms of Reference (TOR)
2. Supplementary Information to Consultants
3. Contract format under which Assignment will be performed

Annexure 1

TERMS OF REFERENCE (TOR)

Engagement of a Certifying Agency for ISO 9001:2015 Certification of Bengaluru Development Authority (BDA)

1. Introduction

The Bengaluru Development Authority (BDA), established under the Bengaluru Development Authority Act, 1976, is the apex planning and development body for Bengaluru. Functioning under the Government of Karnataka, BDA is responsible for preparing and implementing the city's Comprehensive Development Plan (CDP), ensuring regulated land use, and promoting orderly urban growth.

Over the years, BDA has played a pivotal role in creating well-planned layouts, housing projects, road networks, and civic infrastructure that have contributed to Bengaluru's emergence as one of India's fastest-growing metropolitan cities. The Authority also undertakes projects for lake rejuvenation, parks, and other public amenities to balance urbanization with environmental sustainability.

As the principal planning authority, BDA continues to work towards developing Bengaluru into a modern, sustainable, and citizen-friendly city while aligning with the needs of rapid urbanization and future growth.

2. Background

Bengaluru Development Authority, being public sector entity, play a vital role in delivering essential services, implementing developmental projects, and ensuring the socio-economic welfare of citizens. In the current era of globalization and competitive service delivery, it has become imperative for government entities to adopt international best practices in management, operations, and service delivery.

The International Organization for Standardization (ISO) certification is globally recognized as a benchmark for quality, efficiency, transparency, and continual improvement. Adoption of ISO standards by Government Undertakings ensures systematic processes, accountability, compliance with statutory and regulatory requirements, and alignment with citizen-centric service delivery.

ISO 9001:2015 Quality Management System, in particular, provides a robust framework for enhancing process efficiency, monitoring performance indicators, ensuring stakeholder satisfaction, and establishing a culture of continuous improvement. For government entities, certification not only strengthens credibility and public trust but also facilitates transparent and efficient governance practices.

Furthermore, many central and state government policies, regulatory bodies, and funding agencies increasingly emphasize quality certification to promote effective utilization of resources, reduce operational risks, and achieve measurable outcomes. By pursuing ISO certification, Government Undertakings demonstrate their commitment to excellence, reliability, and good governance while aligning with national and international standards.

This ToR outlines the scope, objectives, deliverables, eligibility, and responsibilities for engaging a Certification Body (CB) to facilitate ISO 9001:2015 certification.

3. Objectives

The primary objectives of this assignment are:

(a) To implement and institutionalize the Bengaluru Development Authority (BDA) a Quality Management System in line with ISO 9001:2015 standards.

BDA aims to establish a structured and standardized Quality Management System (QMS) that ensures systematic planning, execution, and monitoring of its activities. This will create a foundation for transparent operations, accountability, and consistency in delivering urban development services.

(b) To obtain ISO 9001:2015 Certification from a NABCB/IAF-accredited Certification Body.

Achieving certification from a recognized NABCB/IAF-accredited body will validate BDA's commitment to international quality benchmarks. It will also provide credibility, instil stakeholder confidence, and serve as a formal recognition of BDA's compliance with globally accepted quality practices.

(c) To improve service delivery, operational efficiency, and compliance of BDA with government norms.

The certification process will help streamline workflows, reduce procedural delays, and optimize the utilization of resources. At the same time, it will ensure that all functions of BDA are aligned with statutory requirements, thereby improving service delivery to citizens and enhancing organizational efficiency.

(d) To establish a system of continual improvement across all processes in BDA.

BDA intends to foster a culture of continuous evaluation and improvement, where processes are regularly reviewed, risks are mitigated, and corrective actions are implemented proactively. This will enable the Authority to adapt to changing urban challenges while maintaining excellence in performance

4. Scope of Work

The Certification Body shall be responsible for:

4.1 Pre-Certification Activities

- Conducting a **Gap Assessment** of the current system against ISO 9001:2015 requirements.
- Guiding the BDA in addressing non-conformities and implementing corrective actions.
- Reviewing documents, manuals, and procedures prepared by the BDA.

4.2 Certification Audit

- Conduct **Stage 1 Audit** (Document Review, Readiness Assessment).
- Conduct **Stage 2 Audit** (Implementation, Effectiveness Verification).
- Issue the **ISO 9001:2015 Certificate** upon successful compliance.

4.3 Post-Certification Activities

- Conduct **surveillance audits** annually during the 3-year certification cycle.
- Provide guidance to BDA on continual improvement and compliance with revised standards, if applicable.

5. Deliverables

- Gap Analysis Report with recommendations.
- Audit Reports (Stage 1 and Stage 2).
- Corrective Action Verification Report.
- ISO 9001:2015 Certificate valid for 3 years.
- Annual Surveillance Audit Reports.

6. Duration & Timeline

- Gap Assessment & Preparation: 2 - 3 weeks.
- Stage 1 & Stage 2 Audit: Within 2 months of contract award.
- Certification Issuance: Within 15 days of successful audit completion.
- Certification Validity: 3 years (subject to surveillance audits).

7. Roles & Responsibilities

6.1 Certification Body

- Provide qualified audit team and resources.
- Maintain impartiality, confidentiality, and transparency during certification.
- Issue certification as per ISO 17021 requirements.

6.2 Government Department/Agency

- Nominate a Quality Representative/Coordinator.
- Ensure availability of documentation, facilities, and staff for audits.
- Implement corrective and preventive actions as suggested.
- Bear certification and audit costs as per contract.

8. Reporting & Communication

- The Certification Body shall submit all reports to the designated Authority/Department Head.
- Regular updates shall be provided on progress of certification.

9. Payment Terms

- Payment shall be made in instalments linked to deliverables:
    - 30% on completion of **Gap Analysis & Stage 1 Audit**. - Report submission
    - 40% on completion of **Stage 2 Audit & Certification Issuance** - Report submission
    - 30% in equal parts after each successful annual surveillance audit - Report submission

10. Confidentiality

Both parties shall maintain strict confidentiality of all documents, records, and findings during and after the certification process, except where disclosure is mandated by law.

11. Termination

The Government reserves the right to terminate the contract for non-performance, breach of confidentiality, or non-compliance with accreditation norms by the Certification Body.

Annexure 2

SUPPLEMENTARY INFORMATION FOR THE CONSULTANTS

Proposals:

1. Proposals should include the following information:

(a) **Technical Proposals:**

(i) Technical Proposal Submission in Form F-1

(ii) A brief description of the firm/organization and an outline of recent experience on assignments/projects of similar nature executed during the last three years in the format given in Form F-2;

(iii) Any comments or suggestions of the Consultant on the TOR

(iv) A description of the manner in which Consultants would plan to execute the assignment, work-plan, time schedule in Form F-3 and approach or methodology proposed for carrying out the assignment;

(v) The composition of the team of personnel which the Consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4;

(vi) Curricula Vitae of the individual key staff members to be assigned for the assignment and of the team leader who would be responsible for supervision of the team. The curricula Vitae should be in Form F-5 and signed by the concerned personnel.

(vii) The Consultant's comments, if any, on the data, services and facilities to be provided by the Client as indicated in the TOR.

(b) **Financial Proposals:**

The financial proposals should include the following:

(i) Financial Proposal submission in Form – 6 (Only for reference)

(ii) Cost Estimate of Services, List of Personnel and Schedule of Rates in Form – 7.

2. Two copies of the Proposals should be submitted to the Client.

3. The Consultants should note that the Contract for this Assignment will be with the Bengaluru Development Authority. Payments to the Consultants shall be made in accordance with the agreed estimated schedule assuring the Consultants of regular payments along as progress on the Assignment proceeds as planned and invoices with relevant supporting documents are submitted for approval on a timely basis.

4. **Review of reports:**

A review committee (to be restricted to three members) consisting of the following officers will review all reports of Consultants (Inception, Monthly, Quarterly and other re[ports) and suggest any modifications/changes considered necessary within 15 days of receipt.

1. Secretary, BDA, Bengaluru
2. Deputy Secretary -1, BDA, Bengaluru.
3. Deputy secretary -2, BDA, Bengaluru.

FORM F – 1

FORM OF SUBMISSION OF TECHNICAL PROPOSAL

From:	To:
…….	…….
…….	…….
…….	……..
…….	…….
…….	…….
(Name of Consultant)	*(Name of Client)*

Sir:

Subject: Hiring of Consultancy Services for Engagement of a Certifying Agency for ISO 9001:2015 Certification of Bengaluru Development Authority (BDA)

We herewith enclose Technical Proposals for the above assignment.

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988"

Yours faithfully,

Signature:……..

Name:…….

Address:……..

……

……
(Authorized representative)

FORM F – 2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

1. Brief description of the Firm/Organization

2. Outline of the recent experience on assignments of similar nature:

Sl. No	Name of assignment	Name of project	Client	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8

[Note: Please attach certificates from the Client by way of documentary proof]

FORM F – 3

WORK PLAN TIME SCHEDULE

A. Field Study:

Sl. No.	Item	Month-wise Program 1st	2nd	3rd	4th	5th	6th	7th	8th

B. A short Note on the Approach and Methodology outlining various steps for performing the Assignments

C. Completion and submission of Reports[6]

1 Inception Report
2 Monthly Reports
3 Quarterly Reports
4 Draft Final Report
5 Final Report

D. Comments/Suggestions on Terms of Reference

E. Comments on the data, services and facilities to be provided by the Client.

[5] The period should match with the period of completion of assignment as given in the TOR. [6] The Reports should match with that specified in the TOR.

FORM F – 4

COMPOSITION OF THE TEAM PERSONNEL AND THE TASK ASSIGNED TO EACH TEAM MEMBER

1. **Technical/Managerial Staff**

Sl.No.	Name	Position	Task assignment

2. **Support Staff**

Sl.No.	Name	Position	Task assignment

FORM F - 5

SUGGESTED FORMAT OF CURRICULUM VITAE

FOR MEMBERS OF CONSULTANT'S TEAM

1. Name: …….

2. Profession/Present Designation: ……

3. Years with Firm/Organization: _____ Nationality: ……..

4. Area of Specialization: _----------

5. Proposed Position on Team: _……

6. Key Qualifications:

   (Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.)

7. Education:

   (Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/colleges, etc., dates attended and degrees obtained. Use up to a quarter page.)

8. Experience:

   (Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page.)

9. Languages:

   (Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.)

Signature of Staff Member

Date:……
Place……

FORM F – 6

FORM OF SUBMISSION OF FINANCIAL PROPOSAL

From:	To:
…….	…….
…….	…….
…….	……..
…….	…….
…….	…….
(Name of Consultant)	*(Name of Client)*

Sir:

Subject: Hiring of Consultancy Services for Engagement of a Certifying Agency for ISO 9001:2015 Certification of Bengaluru Development Authority (BDA)

We herewith enclose Financial Proposals for the above assignment.

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely “Prevention of Corruption Act 1988”

Yours faithfully,

Signature:……..

Name:…….

Address:……..

……

……
(Authorized representative)

FORM F – 7

COST ESTIMATE OF SERVICES, LIST OF PERSONNEL, SCHEDULE OF RATES

Sl no	**Particulars**	**Rates inclusive of GST**
1.	Renumeration Key Staff	
2.	Conducting Audit and Preparation of Report and other expenses	
	Total amount inclusive of GST	

Annexure 3

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address].*

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the reports listed in Attachment B, "Consultant's Reporting Obligations," within the time periods listed in such Attachments, and the personnel listed in Attachment C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term:

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment:

A. Ceiling

For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount].* This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man-month spent (**or** per day spent, subject to a maximum of 30 days per month) in accordance with the rates agreed and specified in Attachment C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

C. Payment Conditions:

Payment shall be made in Indian Rupees, no later than 60 days following submission by the Consultant of invoices in Triplicate to the Coordinator designated in Clause 4.

4. Contract Administration:

A. Coordinator:

The Client designates Mr./Ms. ……. As Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets:

During the course of their work under this Contract, including field work the Consultants' employees proving services under this contract may be required to complete timesheets or any other document used to identify the time spent, as well as expenses incurred, as instructed by the coordinator.

C. Records and Accounts:

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultants' records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard:

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:

The Consultants shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material:

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. Consultants not to be engaged in certain activities:

The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance:

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of , or in connection with the services which result from the fault of the

Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. Assignment:

The Consultant shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

11. Law governing the Contract:

The contract shall be governed by the Laws of India.

12. Indemnify the Client:

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgements of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. Taxes:

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However, Consultancy Service tax payable for providing this Consultancy Services shall be paid/reimbursed by the Client separately.

For the Client	**For the Consultants**
Signed by:	Signed by:
Name and designation	Name and designation
Date: Place	Date: Place:

List of Attachments to the Contract :

Attachment A: Description of Services
Attachment B: Consultant's reporting Obligations
Attachment C: Cost Estimates of Services, List of Personnel, and Schedule of Rates.